



November 30, 2020

**VIA CERTIFIED MAIL**

KDC Consulting LLC  
120 Crown Chase Drive  
Stockbridge, GA 30281

Re: Demand for Indemnification and Tender of Defense  
*Curry, et al. v. GRC Solutions, LLC, et al.*,  
Case No. 1:20-cv-06985 (LTS)

Dear Sir or Madam:

GRC Solutions, LLC ("GRC") has been named as a defendant in the above referenced lawsuit, which concerns allegations of unpaid overtime in connection with certain services provided by your agent or employee, Mr. Kenneth Curry. Pursuant to that certain Master Independent Contractor Agreement dated October 6, 2017 (the "MSA"), demand is hereby made that KDC Consulting LLC ("KDC") indemnify and hold harmless GRC in connection with any and all claims asserted by Mr. Curry in that lawsuit.

As you will recall, in the MSA, KDC and GRC expressly acknowledged that any services provided by employees of KDC would be performed "on an 'as needed' basis as an independent contractor," and that "Employees of KDC shall not be entitled to any benefits accorded to GRC's employees." KDC assumed sole responsibility for the payment of any and all compensation to be made to its employees. According to the allegations in the Complaint, it appears that KDC failed to compensate Mr. Curry in accordance with applicable law.

In the MSA, KDC agreed to "indemnify and hold GRC harmless from any claims, losses, costs, fees, liabilities, damages or injuries suffered by GRC arising out of KDC's failure or negligence with respect KDC's obligations." Please be advised that GRC has engaged the law firm of Davis Wright Tremaine LLP ("DWT"), a firm experienced in litigating issues like those raised by Mr. Curry, to assist with its defense. Accordingly, we demand that KDC accept GRC's tender of its defense by DWT. Please let us know if KDC intends to challenge or deny GRC's tender by no later than December 10, 2020. Unless directed otherwise, we will submit all bills for GRC's legal defense directly to you.

If KDC does not accept this tender, GRC will bring third party claims against KDC in order to enforce its contractual rights, and will seek to recover against KDC all associated costs, fees, and damage awards that may result from the litigation or any associated settlement, pursuant to KDC's defense, indemnity and hold harmless obligations under the MSA.

We look forward to hearing from you.

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[www.grcrisksolutions.com](http://www.grcrisksolutions.com)

Very truly yours,

*GRC Solutions, LLC*

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